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#### BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL CONTRACT 292 (MC2017-86)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-115

## USPS NOTICE OF AMENDMENT TO PRIORITY MAIL CONTRACT 292, FILED UNDER SEAL

(March 16, 2018)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 292, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 292 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail

Contract 292. Given the sufficient cost coverage for this contract that was recently reported in Docket No. ACR2017, this amendment will not impair the ability of Priority Mail Contract 292 to cover its costs in FY2018. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Elizabeth A. Reed

475 L'Enfant Plaza, SW Washington, D.C. 20260-1137 (202) 268-3179 Elizabeth.A.Reed@usps.gov March 16, 2018

## ATTACHMENT A TO REQUEST REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 292

# AMENDMENT #1 OF SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE

AND

## REGARDING PRIORITY MAIL SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and ("Customer") entered into a Shipping Services Contract, Priority Mail Contract 292/Docket No. CP2017-115 regarding Priority Mail on January 30, 2017.

WHEREAS, the Parties desire to amend the terms in Section I.F (including Table 1), I.G and III. of the Contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Section I.F (including Table 1), I.G, and III, in their entirety, as follows.]

#### I. Terms

F. Priority Mail Prices. From the effective date of this amendment, the following prices shown in Table 1 apply to the Customer's Contract Packages.



### G. Annual Adjustment

- 1. For subsequent years of the contract, on the anniversary of the contract's effective date, customized prices under this contract will be the lesser of: (a) the previous year's prices plus the most recent (as of the anniversary date) percentage change in prices of general applicability for Priority Mail Commercial Plus, as calculated by the Postal Service, or (b) the previous year's prices plus
- 2. Customized prices for subsequent years will be calculated by the Postal Service and rounded up to the nearest whole cent. If the Postal Service maintains or decreases published rates of applicability for Priority Mail Commercial Plus, there will be no change to contract pricing for that Contract Year.

#### III. Expiration Date and Termination

This Contract shall expire five (5) years from the effective date, unless (1) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement in writing; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

If, at the conclusion of this Contract term, both Parties agree that preparation of a successor SSC is active, the SSC will be extended for up to two (2) ninety (90) calendar day periods with official notification to the Commission at least seven (7) calendar days prior to the Contract's expiration date. Upon both Parties agreement of the extension, the escalation clause will be implemented in Section I.G, throughout the extension period.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE //	
Signed by: R. // (M	
Printed Name: Cliff Rucker	_
Title: Senior Vice President, Sales and Customer Relations	_
Date: 2(26(18	